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13 *Attorneys for Plaintiff*
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15 UNITED STATES DISTRICT COURT
16 FOR THE NORTHERN DISTRICT OF CALIFORNIA

17 Miriam Goldberg,)	Case No.: 3:24-cv-4525
18)	
19 Plaintiff,)	THIRD JOINT STIPULATION AND
20)	PROPOSED ORDER TO ENLARGE
21 v.)	DEADLINE TO COMPLETE
22 TeachBK, Inc., <i>et al.</i> ,)	MEDIATION
23)	
24 Defendants.)	
25)	
26)	
27)	
28)	

29 Plaintiff Miriam Goldberg and Defendants Ilya Kiselev, and Andrey Burtsev
30 (collectively, "Defendants") hereby agree and stipulate as follows:

31 The Court referred this case to mediation on February 28, 2025. [ECF No. 47]. Pursuant
32 to the ADR Local Rule 6.4(c), mediation was to be completed by May 29, 2025. Prior to that
33 deadline, on April 24, 2025, counsel for Defendants moved to withdraw from this case. [ECF
34 No. 50]. Because of that fact, the parties stipulated to enlarge the deadline to complete
35 mediation through July 31, 2025, which the Court adopted. [ECF Nos. 52 & 53]. Defendants

are now proceeding pro se. [ECF No. 54]. Because of pending discovery matters, the parties again jointly stipulated to enlarge the deadline to complete mediation through October 29, 2025, which the Court adopted. [ECF Nos. 58 & 60]. In the interim, the parties attended a conference with the mediator, during which time it became clear that Defendants would require an interpreter to conduct mediation. The parties delayed mediation on this basis and had tentatively scheduled mediation for October 21, but mediation did not occur on this date due to a misunderstanding. Instead, the mediator held a status conference on October 21 during which time the parties agreed to reset mediation for December 8, 2025. The parties and mediator could not convene sooner due to the parties' and mediator's respective schedules and an upcoming trial.

Accordingly, the parties stipulate and jointly request that the Court enlarge the deadline to complete mediation through December 15, 2025.

IT IS SO STIPULATED.

Dated: October 21, 2025

Respectfully submitted,

SLATER LEGAL PLLC

By: /s/ James M. Slater

James M. Slater (admitted *pro hac vice*)

Attorney for Plaintiff Miriam Goldberg

/s/ Andrey Burtsev (w/ express permission)

Andrey Burtsev, Defendant

/s/ Ilya Kiselev (w/ express permission)

Ilya Kiselev, Defendant

ATTESTATION OF CONCURRENCE

I, James M. Slater, am the ECF User whose ID and password are being used to file this **JOINT STIPULATION**. I attest that, pursuant to United States District Court, Northern District of California L.R. 5-1(i)(3), concurrence in the filing of this document has been obtained from Defendants. I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 21, 2025

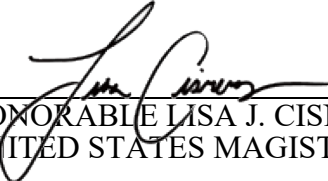
SLATER LEGAL PLLC

By: /s/ James M. Slater
James M. Slater (admitted *pro hac vice*)

~~PROPOSED~~ ORDER

Pursuant to the parties' stipulation, and good cause appearing, the Court ORDERS that mediation must be completed no later than December 15, 2025.

Dated: October 28, 2025



HONORABLE LISA J. CISNEROS
UNITED STATES MAGISTRATE JUDGE